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Current Topics.

Tribute to a Great Solicitor.

TO THE current number of *The Scottish Law Review*, Lord CRAIGMYLE, whom most of us remember better by the title which he formerly bore of Lord SHAW, pays an eloquent tribute to his first master in the law, the late Sir JOHN ROSS, who for many years until his recent death held a high and honoured place in public esteem not only in Dunfermline, where he had practised for so long, but throughout Scotland, owing to his work in connexion with the Carnegie Trust, of which he was not only the secretary, but the moving spirit. He lived to a great age—he was ninety-three—and during his long life he had all that which should accompany old age, "honour, love, obedience, troops of friends," for he was greatly respected. Of him, too, it might well be said in the words of the poet that

> "The heights that great men reached and kept
> Were not attained by sudden flight;
> But they, while their companions slept,
> Were toiling upward in the night."

From his boyhood he was an indefatigable worker with a passion for meticulous accuracy. Lord CRAIGMYLE recalls an instance of this and of his practical shrewdness dating from the time when he was himself a clerk in the office of the firm of which Sir JOHN was a partner. Examining a deed which had just been engrossed by some other clerk, he almost jumped from his chair when he found that by a piece of carelessness on the part of the engrossing clerk the name of the vendor instead of the purchaser had been inserted as having been infeft. The inaccurate deed had to be re-engrossed, and that meant work into the small hours of the morning as it was wanted the next day. Ross, we are told, crushed the faulty document and then, adds Lord CRAIGMYLE, "like a shrewd Scotsman, remembered that they might take it in its ruins to the Revenue and possibly save the stamp." Besides being a profound lawyer, Sir JOHN was a widely read man in general literature, and Lord CRAIGMYLE acknowledges indebtedness to him for an introduction to the wells of English undefiled.

New Laws.

AS A rule, three or four new statutes come into operation on each new year's day. On the present, there appear to be two only, one of which is Scottish. This is the Probation of Offenders (Scotland) Act, 1931 (c. 30), supplemental to the principal Act of 1907, which applied to the whole of the United Kingdom. The new Act varies the machinery of the old one, as applied to Scotland by s. 8 of the latter. The other statute to come into force is the Architect's (Registration) Act, 1931. This provides for a register of architects, to be kept by the Architects' Registration Council, a body created by the Act, and for the protection of the exclusive use of the name or title of "registered architect" for the benefit of persons registered under the Act. Practising architects will have the right to be registered, but others will have to qualify themselves by passing suitable examinations. The business or profession of an architect, which is in no way defined by the Act, will, as heretofore, remain open to any person who chooses to practise it and can find clients to employ him, but unregistered practitioners who describe themselves as registered will incur a penalty not exceeding £50 for the first offence and £100 for subsequent ones. The Act follows the usual lines of statutes incorporating bodies to control or govern the members of a professional or semi-professional class, and there is provision for removal from the register of anyone on it convicted of a criminal offence, or who may have been, in the opinion of the Discipline Committee constituted under the Act, "guilty of conduct disgraceful to him in his capacity as an architect." Those interested may study the corresponding provisions in respect of medical practitioners, dentists, veterinary surgeons, midwives, etc., reference to which is made in an article, 71 SOL. J. 134. Apart from the prestige and learning which may hereafter be attributed to a registered architect, one may suppose that local authorities and other public bodies will employ them professionally to the exclusion of outsiders. It is provided (s. 17) that a body corporate, firm, or partnership may carry on business under the style or title of "registered architect" if in fact controlled by a registered architect or registered architects.

New Regulations.

THE PRINCIPAL new regulations to come into force on new year's day appear to be some of those made by the Minister of Transport and contained in the Motor Vehicles (Construction and Use) Regulations, 1931. Perhaps the most important is the requirement for all motor vehicles, except motor cycles, of a compulsory reflecting mirror for the clear view of overtaking cars. The vast majority of cars are no doubt already so equipped. In vehicles not already registered the wind

screen must henceforth be made of safety glass, and there must be suitable and sufficient springs between wheels and frame. Trailers, except street cleansers, must also be provided with brakes. Incidentally, these regulations come into force piecemeal for the next eight years or so, and, with sections of the Road Traffic Act, 1930, springing into life on any appointed day to suit the Minister of Transport's fancy, road users have an exceedingly puzzling task in knowing their law, for the breach of which ignorance is no excuse. An official time-table might well be compiled, showing clearly the various dates when particular regulations come into force, and giving information as to any new requirements.

Expression of Views by the Bench.

We think that His Honour Henry Terrell, K.C., has rendered a public service by drawing attention in his letter to *The Times* of the 22nd December, to the growing practice for judges of the King's Bench Division and others holding judicial office to express their views from the seat of justice, on matters which are the subject of controversy with the general public. His Honour's letter was prompted by the recent observations made by Mr. Justice McCardie regarding the crime of procuring abortion. We are not concerned with the moral aspect of the matter upon which, as a famous magistrate is reported to have said, to the apparent satisfaction of all parties, "there is much to be said upon both sides," but it is, in our view, undesirable that a judge should, speaking from the Bench, express his personal opinion on such a vexed question, especially as his remarks appear to invite the commission of what, as the law now stands, is a crime. As His Honour indicates in the letter to which we have referred, expressions or pronouncements from the Bench on religious, political or other matters upon which there is a division of opinion amongst the public may call in question the complete impartiality of those indulging in them and tend to undermine confidence in the administration of justice. There is, of course, no suggestion that in fact the learned judge would allow his personal views to interfere with his public duty, but we cannot regard it as other than inadvisable that he and others should place themselves in a position which, to the uninformed, might give ground for suspicion that in certain classes of cases the Bench might be expected to be biased on one side or the other.

The Zeal of the Home Office.

An evening newspaper recently announced, "Immediate action is being taken by the Home Office in every case where information is received by the authorities of the existence of a Christmas sweepstake, draw or raffle. . . . Under the existing law public lotteries are illegal and the view of the authorities is that they have no alternative but to carry out the law." It is, of course, the practice of the Home Office to ignore 10 & 11 Will. III, c. 17, s. 2, which forbids private lotteries also, and has never been repealed. If it is impossible to suppress small private raffles and sweepstakes, which is probably the case, this old Act should be repealed at once, for to those aware of it, it entirely smirches the splendour of the Home Office enthusiasm for enforcing the law. Meanwhile, if authority is impotent to prevent English money going in hundreds of thousands of pounds to the Dublin sweepstakes, by all means let those who promote sixpenny raffles for Christmas turkeys be prosecuted with the utmost rigour of the law. The Lottery Acts were passed to stifle competition with the State lotteries, out of the proceeds of which Greenwich Hospital, the British Museum, etc., were built and endowed. One might almost suppose that their present use was to stifle competition with Irish sweepstakes. This journal takes no side in controversy, but it is its duty to call attention to the fact that if a law produces absurd results in administration, it is apt to cover those who administer it with ridicule.

Review of County Districts and Economy.

In our issue of the 23rd May last, in which the question of county re-organisation under the Local Government Act, 1929, was considered, the hope was expressed that the ideal of measured compromise and avoidance of extremes would pervade the minds of those responsible for the submission of schemes.

From provisional statistics which have come to our notice, it would seem that the majority of the county councils, on whom this statutory duty is placed, do not contemplate alterations and amalgamations of an unduly extensive nature; but a small proportion of the provisional schemes call for a degree of de-urbanisation or combination of districts which appears to go beyond the ambit of the general principles recorded in the Second Report of the Royal Commission on Local Government, the members of which drew attention to the importance of respecting history, prestige and local sentiment and encouraging the confidence of the inhabitants in their representatives.

There can be no cavil at proposals which are necessary to ensure the abolition of unduly small or ineffective units of local government, but—as the Commission pointed out—there are many cases in which amalgamation or merger would not result in any appreciable addition to the financial resources of the districts affected, and there was a clear recognition of the importance of respecting local claims of a reasonable nature, particularly those actuated by a desire on the part of the ratepayers to be allowed to take a direct and active part in the government of their local affairs—"a consummation devoutly to be wished."

The objections to the elected representatives and members of the public having to travel unduly long distances to attend meetings or visit the offices of the council, are sufficiently obvious not to call for emphasis or elaboration, and there can be no doubt as to the general desirability of retaining a large proportion of the existing centres of local government, so long as the authorities concerned are of reasonable size and capacity.

In regard to capacity to administer, however, it should be borne in mind that the combining of two or three areas of similar nature would not necessarily add to their aggregate financial strength, as their liabilities and commitments would be increased in proportion to the combined rateable value.

As already intimated, however, one or two counties have submitted somewhat startling proposals, which appear to overlook the considerations of community of interest and wishes of the inhabitants, which were clearly in the minds of the members of the Royal Commission; and the laudable objective "economy" has been thrown out as a justification for these suggestions.

At the present time the call for economy merits full and generous attention, but there are grave objections from a local government point of view to the creation of unduly large areas or extensive de-urbanisation. Admittedly, the number of officials would frequently be reduced, though even this might not be so extensive after a few years as would at first appear, and by the time the compensation for loss of office had run out, there would be little saving in some areas, owing to larger districts calling for more assistants and supervision. In any case, higher salaries would have immediately to be paid, as compared with those at present operating (which, in numerous rural districts and many of the smaller urban authorities, are undoubtedly on a low scale), and the moment officials are called upon to travel appreciably greater distances, the provision of cars (always an expensive perquisite) becomes necessary, and running costs are materially increased.

Moreover, a large proportion of any such saving would be neutralised by the increased expenses which would have to be

borne individually by the members of the council and the public in travelling longer distances to the new centres of government, and this state of affairs would result either in a serious decline in the attendance and personal interest of the elected representatives or their having to meet these extra expenses, in addition to the loss of valuable time which has also a definite monetary value; and it is significant (as indicating the mind of Parliament as to the probable degree of enlargement of rural district councils) that the Act of 1929, whilst authorising the payment of travelling expenses to county councillors, makes no such provision in the case of district councils.

Yet other objections of real substance exist as regards excessive centralisation. This inevitably results in an extension of bureaucratic control, to which reference was made in our previous article, where it was emphasised that if the ideal of economy is to be attained, it is essential that those persons who are best fitted to render public service should receive every encouragement to take their place on the local authorities.

The more representatives of the ratepayers present when important questions of finance are being considered, the more surely will the demands of economy be consistently respected, and excessive expenditure can be curtailed more easily in a reasonably compact district than in a large and unwieldy one. It may be added that some of the substantial economies which it was proved conclusively (on paper) would follow the recent changes in poor law administration have somehow failed to fructify; and the advocates of large districts and drastic de-urbanisation should hesitate before pressing speculative economy theories unduly. Italy and certain States of America have recently experimented with intensive officialdom and centralisation, which have not numbered economy among their blessings.

These general observations are not intended to advocate any departure from the general recommendations of the Royal Commission, but merely to indicate the desirability of the "happy medium" as regards the extent to which the re-organisation of districts should be carried out—particularly as regards those urban and rural councils who can claim to have functioned satisfactorily.

As regards rural areas, there appears to be contemplated in many counties a reduction of approximately one-fourth to one-third of the present number, and there seems to be a substantial measure of justification for proposals of this nature; but where the curtailment suggested goes appreciably further than this and threatens to absorb efficient councils of reasonable size, vital and clearly established principles of local government (which should continue to be respected until abrogated by Parliament) are in jeopardy.

Centralisation as regards county councils has reached such a degree that it is increasingly difficult for their members to keep in personal touch with the intricacies of the vast and complicated machine which has been gradually built up, and it would be unfortunate if any attempt were made to model the subordinate authorities on this plan. Indeed, members of county councils themselves, in certain parts of the country, are beginning to look with favour upon the policy of dividing counties—as is done in Lincolnshire, which already has three separate county councils for administrative purposes.

The general expenditure on public health, housing and other public services (in addition to the local undertakings for gas, water, etc.) has to be met by the ratepayers of the urban and rural districts concerned and does not affect directly the general county ratepayers. In case of doubt, therefore, the wishes of the inhabitants of those districts, which are already of average size and capacity, should prevail (at least for the next ten years, at the expiration of which the circumstances are to be reconsidered), particularly where the ratepayers concerned are fully prepared to pay a small additional rate, if it should become necessary, for the great advantage to themselves and their representatives of a more compact and convenient area of local government.

One more matter calls for consideration, namely: the importance of representations and submissions which are made to responsible tribunals by the associations of the various authorities being subsequently honoured by their individual members. The nominees of the County Councils Association, who gave evidence on their behalf before the Royal Commission, did not suggest any drastic reductions or undue combination (whether in the interests of economy or otherwise), or anything which challenged the accepted right of the ratepayers in the county districts to participate actively and conveniently in the government of their local affairs. Indeed, less than three years ago they conceded that—even after the review—a large number of county districts would not be able to undertake unaided sewerage and water schemes, and stated generally that "in many cases the re-organisation will be a relatively small thing."

If any county councils were now to overlook or ignore the moderate nature and spirit of the evidence of their own association, it would be gravely unfair to the urban and rural authorities concerned, whose representatives on the Commission would, presumably, be satisfied with the assurances as to the extent of the review which was contemplated. The general recommendations of the County Councils Association, and also of the Ministry of Health, in these respects were substantially adopted by the Commission, and there is nothing in the Act to suggest that there should be any departure from this principle of moderation.

Conditional Payment before Contract

WHETHER the payment of a sum of money conditional on a completed agreement operates as a deposit was the subject of controversy in *Marshall* v. *Cowley*, *The Times*, 20th November, 1931. The plaintiff advertised the sale of the lease of her flat and of the furniture in it; the defendant called, inspected the flat and offered the plaintiff £850. The defendant was very pleased with the flat and said that she would like to clinch the bargain, whereupon she gave the plaintiff a cheque for £50. A date was fixed for completion, and an inventory was prepared. A document was prepared embracing the terms of the sale "subject to references and solicitors' approval." Subsequently, however, the defendant informed the plaintiff that she could not go on with the matter as she could not find the money, and when the defendant's cheque was presented at the bank it was dishonoured. On the plaintiff claiming the sum of £50 alleged to be due on the dishonoured cheque, Lord HEWART, L.C.J., held that it was difficult to ascertain the nature of the transaction, but the payment of the cheque, however, came within the words of Lord Justice SARGANT in *Chillingworth* v. *Esche* [1924] 1 Ch. 97, at p. 115; 68 SOL. J. 80: "An anticipatory payment intended only to fulfil the ordinary purpose of a deposit if and when the contemplated agreement should be arrived at." The plaintiff had not made out her case, and there must be judgment for the defendant with costs. The foregoing case appears to be somewhat similar to that of *Chillingworth* v. *Esche*, *supra*, where, by a document of 10th July, 1922, the plaintiff agreed to purchase from the defendant for the sum of £4,800 "subject to a proper contract to be prepared by the vendor's solicitors" certain freehold land and a nursery, and acknowledged having paid the sum of £240 "as deposit and in part payment of the said purchase money." Completion was fixed for 2nd November, 1922. The purchaser signed the document and the vendor added and signed a receipt confirming the sale. Subsequently the vendor's solicitors sent a proper formal contract for sale, and after certain alteration, it was finally approved by the purchaser's solicitor, executed by the vendor, and tendered to the purchaser for executions

On 12th October, 1922, the purchaser's solicitor wrote and said that his client would not proceed with the negotiations and claimed the return of the cheque for the deposit. It was held by the Court of Appeal that the document of 10th July, 1922, was only conditional, and did not constitute a firm contract, and that the purchaser was in the circumstances entitled to recover the deposit. As to whether there was a binding contract, POLLOCK, M.R., said [1924] 1 Ch., at p. 105: "I think that the intention of the parties was that the full conditions should be considered in a further contract, and that until that further contract was executed there should be no binding contract for the purchase of the property." As to the deposit, POLLOCK, M.R., said (at p. 107): "The onus of showing a right to retain it rests on the vendor," and WARRINGTON, L.J. (at p. 111): "Whether a vendor is entitled to retain a deposit depends in each case upon the construction of the document under which that deposit is made." Finally (at p. 115), SARGANT, L.J., put the matter as quoted above with approval by Lord HEWART, L.C.J., in *Marshall* v. *Cowley*, *supra*.

Company Law and Practice.

CX.

INSPECTION.—I.

APATHY appears to be one of the chief failings of the average shareholder in a public company, *qua* shareholder; most of them, no doubt, are model husbands and fathers, but they seem to think that, having invested their money in a trading concern, they can safely leave their investment to the tender mercies of those who control the activities of the concern. No doubt this is frequently, and indeed, usually, the case, but every shareholder ought to take some interest in the affairs of the company. If more shareholders had displayed some interest in their companies in the past there is very little doubt but that some of the lamentable happenings of recent years might have been avoided. Not, of course, that it is desired for one moment to suggest that boards of directors and shareholders are natural enemies, who should watch one another's every movement, but some form of closer co-operation, and working together for the common interest, would in many cases prove of advantage. It is not infrequent for boards of directors to regard the shareholders in the company whose destinies they control as little less than incumbrances, to be kept as much in the dark as possible; a point of view in which the shareholders frequently tacitly acquiesce: which, again, is a point of view which is entirely wrong.

Ultimate control of the company rests with the shareholders, though the ordinary and usual matters of management are delegated to the board (and cannot, broadly speaking, be, in such case, exercised by the company by ordinary resolution in general meeting: see *Salmon* v. *Quin & Axtens Limited* [1909] A.C. 442); and, by passing special resolutions, where necessary, shareholders can deal with the internal affairs of the company in such manner as they think best. It is not always possible for a single shareholder, or a small group of shareholders, dissatisfied with the affairs of the company, to organise a sufficiently influential block of votes to pass a special resolution; but any single shareholder is at liberty, if he can obtain the much smaller amount of support necessary to make the necessary application to the Board of Trade under the section, to take advantage of the provisions of s. 135 of the Companies Act, 1929, which deals with inspection by Board of Trade inspectors. Such an investigation as is contemplated by that section is, as such, only concerned with the past history of the company, which, in one sense, is of little practical interest; but the report made by the investigator may indirectly have an effect on the future conduct of the affairs of the company, and therefore, be to the advantage of a disgruntled shareholder.

Section 135 (1) provides that the Board of Trade may appoint one or more competent inspectors to investigate the affairs of a company and to report thereon in such manner as the board direct; this appointment may be made on the application of members holding not less than one-tenth of the shares issued in the case of a company having a share capital, and not being a banking company; in the case of a banking company, the requisite proportion is one-third of the shares issued, and in the case of a company not having a share capital, it is one-fifth in number of the persons on the company's register of members. It must not be thought, however, that dissatisfied shareholders can merely make application, and that an inquiry will thereupon be ordered; in the first place it will be noted that the power of the Board of Trade is purely discretionary, and it by no means follows that it will be exercised: secondly, the application must be supported by such evidence as the Board of Trade may require for the purpose of showing that the applicants have good reason for, and are not actuated by malicious motives in, requiring the investigation, and the Board may, before appointing an inspector (and, presumably, *a fortiori* before appointing more than one inspector) require the applicants to give security, to an amount not exceeding £100, for payment of the costs of the inquiry. How these costs are eventually to be borne we shall see next week.

(*To be continued.*)

A Conveyancer's Diary.

General or Special Power of Appointment?

In my Diary for the 4th July last I commented upon the case of *Re Watts: Coffey* v. *Watts*, then only reported in the *Weekly Notes* and I indicated that I expected that when a full report appeared in the "Law Reports" that the reasons for the decision, which seemed to be at variance with other authorities to which I referred, would more fully appear.

The case is now reported [1932] 2 Ch. 302, but this report is substantially the same as that in the *Weekly Notes*, and I find much difficulty in reconciling the decision with that in earlier cases.

It may be remembered that the point at issue was whether a power of appointment was a special or a general power. If the former, an appointment which was made under it was void for infringing the perpetuity rule. If the latter, the appointment was good. The reason for the distinction being that in the case of a special power any appointment must be read into the settlement creating it, whilst in the case of a general power that is not so, and the appointment takes effect as from its own date.

I do not wish to go over the whole ground again, but think that it is worth while shortly re-stating the effect of the principal recent authorities.

The point is whether a power which can only be exercised with the consent of some other person is general or special.

In *Re Dilke* [1921] 1 Ch. 34, there was a power conferred upon the tenant for life of a settlement with a proviso that it was to be exercised only "with the consent and concurrence in the deed" of the trustees or a majority of them.

A deed of appointment to which the requisite number of trustees were parties and declared their consent was executed in effect in favour of the appointor.

It was held by the Court of Appeal (confirming Peterson, J.) that the power was a general not a special power, because the trustees were not required to approve of the persons who were to benefit under any exercise of it or the extent to which they were to benefit. The right to select the persons to benefit was in the appointor alone.

In *Re Phillips* [1931] 1 Ch. 347, the power in question was exercisable with the written consent of the "trustees or trustee."

The point in that case was that if the power was a general one the appointed funds would be liable for the debts of the appointor.

Maugham, J., in an elaborate judgment reviewed the authorities, and decided that the power was a general power.

It is instructive to notice that his lordship based his decision on the absence of any discretion in the trustees in selecting the objects. He said: "My view is that the trustees in such a case have, it is true, a power of veto to the exercise of a power, but they are not persons in whom the discretion as to the selection of the objects of the power is reposed; they have no duty to select, and they are entitled, if they think fit, to assent to the exercise of the power by the donee of it, leaving him the free exercise of the power which has been reposed in him." And, further: "When once the conclusion is arrived at that the trustees are not bound to exercise their own discretion as to the persons to be benefited by the exercise of the power, I think it necessarily follows that the equity of the creditors is as strong as if it were an unfettered general power which the donee could exercise without consent."

That seems to be quite in accord with the decision in *Re Dilke*.

In *Re Watts* the facts were somewhat different, but as it seems to me the same principle applied.

By a marriage settlement dated in 1904 property was settled by A on trusts under which she was entitled to the income during her life and after her death the property was to be held in trust for X.

The settlement declared that A should be entitled at any time during the lifetime of her mother, B, and with the consent in writing of B, to revoke the trusts or any of them and to declare new or other trusts.

No suggestion appears to have been made that B had any power of selection of the objects of the new appointment. Indeed, B seems to have been in the same position as the trustees in *Re Dilke* and *Re Phillips*.

When I read the report in *The Weekly Notes*, I thought that it must have been held that B had some power of selection or at least of approval of the persons selected by A, but this, as appears from the L.R. report, was not so.

In these circumstances it is not easy to reconcile the decision with the other cases.

The grounds on which Bennett, J., was able to distinguish the case before him from *Re Dilke* and *Re Phillips* were three: (1) that the power of revocation and new appointment was created by a marriage settlement; (2) that the power was exercisable only during the lifetime of B; and (3) that the consent of B was required both to the revocation and to the new appointment.

With regard to (1), I suppose that the suggestion was that as the power was created by a marriage settlement it was to be assumed that the mother of the donee would be likely to be intended to have some right to control the selection of the objects, but his lordship did not say so, and it seems to me that the same might have been said regarding the trustees in the other cases.

As to (2), the limitation in point of time hardly appears to be a reason for fettering the discretion of the donee whilst the power existed.

And with respect to (3), the consent of the trustees in *Re Dilke* and in *Re Phillips* also was required to the exercise of the appointment.

So far as appears from the report, I repeat that the decision in this case is not reconcilable with the other authorities. At any rate, it raises a confusing distinction.

Grants of Rent charges—Words of Limitation.

My attention has been called to a passage in the second edition of that useful book "Easton on Rent-charges," and I have been asked to say whether I agree with it.

The learned editor, in dealing with the method of creating rent-charges, points out that before 1926 the common method was by a conveyance operating under the Statute of Uses, and that since that statute has been repealed the proper method is that of a reservation which has the effect of an implied grant. That way of creating rent-charges, of course, was used before 1926 and was held to be a re-grant from the grantee, whose execution of the deed was necessary. The learned editor then proceeds to refer to s. 65 of the L.P.A., 1925, under which it is provided that "a reservation of a legal estate shall operate at law without any execution of the conveyance by the grantee of the legal estate out of which the reservation is made or any re-grant by him so as to create the legal estate reserved and so as to vest the same in possession in the person (whether being the grantor or not) for whose benefit the reservation is made."

Then occurs the passage to which my attention has been directed—"Although by s. 60 of the L.P.A. a 'conveyance' of freehold land to any person without words of limitation, will in the absence of contrary intention pass the fee simple or other the whole interest which the grantor had power to convey, the section does not, it is submitted, apply to an original reservation of a rent and, in the absence of words of limitation, it is thought that the rent may only be granted for the rent-owner's life."

Now, the learned editor states that a reservation of a rent-charge operates as an implied grant, but he evidently thinks that such a grant does not come within the meaning of "conveyance" as that word is defined in L.P.A., s. 205 (1) (ii). If an implied grant is a "conveyance," then no doubt s. 60 applies, as the word "land" includes "a rent and other incorporeal hereditaments" (*ibid.* (1) (ix)). The point is a nice one, but I think that a deed, the effect of which is, by statute, to grant a rent-charge, is an assurance of the rent, and that consequently words of limitation are not necessary.

Landlord and Tenant Notebook.

Tenancies, Contracts of Service and Police Quarters.

Some text-books are rather apt to contrast the relationship of landlord and tenant with that of master and servant. In fact, there is no inconsistency. Tindal, C.J., pointed this out in *Hughes* v. *Chatham Overseers* (1843), 5 M. & G. 54. And the Increase of Rent, etc., Act, 1920, s. 5 (1) (i), makes the question a practical one by giving a landlord a right to possession "where the tenant was in the employ of the landlord or a former landlord, and the dwelling-house was let to him in consequence of that employment and he has ceased to be in that employment."

Perhaps the reason why emphasis has generally been laid on the essential differences between the two relationships is the part those differences have played in questions of franchise and of fiscal rights and obligations. It is true that in rating questions the essential factor is "beneficial occupation"; but the fact that it is difficult to conceive of beneficial occupation without exclusive occupation (the essential feature of the grant of a tenancy), coupled with the fact that some measure of control is necessary to a contract of service, has made the comparison a useful one in these cases. The court has almost invariably inquired whether the occupation by the person alleged to be rateable or claiming the franchise was "necessary for the performance of the services" and "strictly ancillary to the performance of the duties"; if so, the premises were occupied, for the purposes in question, by the master. Thus in *Hughes* v. *Chatham Overseers*, *supra*, an objection had been entered against the insertion in the list of local government electors of the name of a rope-maker employed at the dockyard, who occupied premises for which he paid no rent; but as they were never used for public purposes, and he enjoyed exclusive control, his position was held to be the same as that of a tenant. Again, in *Smith* v. *Seghill* (1875), L.R. 10, Q.B. 422, a miner who lived in a cottage belonging to the

colliery proprietors was held to be entitled to the vote, as it appeared that it was not necessary that he should occupy premises so provided; no rent was actually paid, but men for whom the colliery proprietors were unable to provide houses were given an allowance. There was no provision for notice to quit. As between the two parties, it seems reasonable to suppose that the relationship would be considered a tenancy at will; at all events, it would fall within the scope of the provision of the Increase of Rent, etc., Act, 1920, mentioned above.

Illustrations have also been afforded by the arrangements under which some police officers occupy their quarters. These arrangements vary not only between county and county; cases can be cited which show that members of the same force may enjoy different status by virtue of the nature of their occupation of police quarters. In *Bent* v. *Roberts* (1877), 3 Ex. D. 66, a second superintendent of the Lancashire County Constabulary appealed against assessment to income tax under Sched. A. The house in respect of which he had been assessed was actually within the boundary of the police station. A "rental" of £10 8s. was paid or deducted from his salary. But it was found that it was necessary that he should reside in it, that it was occasionally used for police purposes, and that he was removable at any time if appointed to another station: for these reasons he was held not to be the occupier for income tax purposes. Kelly, C.B., said he was a servant and that there was no tenancy at all. But in *Martin* v. *West Derby Assessment Committee* (1883), 11 Q.B.D. 145, C.A., a superintendent of the same force was held not to be a servant, and thus to be rateable in respect of his quarters: for though he too was removable, and though he was supplied with fuel, and the house (which was let to the police authority) was supplied with fittings by the county, it appeared that it was a quarter of a mile from the station, and he could have performed his duties equally well if he had lived in a house in which the authorities had no interest. In his case the rent paid by the county was deducted from salary.

A change of policy on the part of the Somerset Constabulary was mentioned in the case of *Metcalfe* v. *Boyce* [1927] 1 K.B. 758, which illustrates the law of implied surrender or implied assignment of leaseholds. The county council resolved in 1912 to take over cottages let to members of the force. At the time, the change hardly affected the position or prospects of the defendant, a constable occupying a cottage at a weekly rent: he heard of the resolution, but went on paying rent as usual, the payments being made and received, however, on behalf of and from the authority. But the result was that, when he left the force, he was unable to resist a demand for possession made by the chief constable. His acquiescence being construed as effecting either an assignment or a surrender of his tenancy to the county council by operation of law.

Our County Court Letter.

RECAPTION OF CHATTELS.

THE modern exercise of the above right is usually in connexion with a hire-purchase agreement, as in the recent case at Eye County Court of *Bowmaker Limited* v. *John and Neville Shipley*, in which the claim was for £10 13s. 9d. for one month's instalment and £4 17s. 6d. in respect of repairs to a lorry. The plaintiffs had sold the lorry to Neville Shipley, but, as he was a minor, a guarantee had been given by his father John Shipley, in spite of which the plaintiffs had found it necessary to resume possession. Their agent was prevented from doing so on the first occasion by the second defendant and his brother, and, on the second occasion, the plaintiffs' agent attempted to tow the lorry, as Neville Shipley had removed the switch key. The same defendant, however, not only removed the tow-rope (with the aid of relatives), but also did damage to the "tug," being the second item, *supra*. His Honour Judge Herbert Smith held that there was no liability for the damage done to the other car against John Shipley, who, on the other hand, had no defence under the agreement and guarantee. Judgment was therefore given (*a*) in favour of the plaintiffs against John Shipley for £10 13s. 9d., with costs, and (*b*) in favour of the defendant Neville Shipley, with costs. Compare *Poland* v. *John Parr and Sons Limited* [1927] 1 K.B. 236, discussed in a Current Topic entitled "A Master's Liability for his Servant's Tortious Acts" in our issue of the 23rd April, 1927 (71 SOL. J. 315).

ARCHITECT'S COPYRIGHT IN PLANS.

THE above subject was recently considered at Bournemouth County Court in *Dan* v. *Curnow*, in which the claim was for £10 as damages for infringement of the copyright of a plan of a house. A builder (giving evidence for the plaintiff) stated that he had bought certain plans at the price of £5 each from the plaintiff, and was later asked by the defendant to tender for a house on the same plan. The builder failed to obtain the contract, but (when the house was partially erected) he received an inquiry from the plaintiff as to whether he had begun an extra house according to the plaintiff's plan. It then transpired that the house in question was being built by the defendant, whose case was that, at the time the plan was drawn, he had never seen or heard of the plaintiff, or his alleged copyright in the plan. Expert evidence was given as to the differences between the two houses, and it was contended for the defendant that, in proceedings for an infringement, the plaintiff would not be entitled to any remedy (apart from an injunction) if the defendant was unaware of the existence of the copyright. It was pointed out for the plaintiff that there was no suggestion that the defendant had had access to the plan, but the copyright had nevertheless been infringed. His Honour Judge Hyslop Maxwell was not satisfied on the latter point, and judgment was therefore given for the defendant, with costs. Compare the "Practice Note," entitled "Architect's Negligence," in our issue of the 9th November, 1929, and the "County Court Letter," entitled "The Validity of Architects' Certificates," in our issue of the 16th May, 1931 (75 SOL. J. 325).

DAMAGE FROM OVERFLOW OF CISTERN.

THE subject of remoteness of damage was recently considered at Spilsby County Court in *Gwyn* v. *Lowndes*, in which £20 was claimed by way of damage to dresses in the plaintiff's lavatory, which she used as a store room for her shop. The plaintiff's case was that the overflow pipe projected from her premises over the back yard of the defendant, who had hammered the pipe back and so caused the plaintiff's cistern to overflow. The defendant's case was that, having had his basement flooded in February, 1930, he had then altered the pipe slightly (to drain the water away) but had not touched the pipe since. An architect and a plumber gave corroborative evidence (as to the pipe not having been recently altered), but His Honour Judge Langman held that there had been damage to the pipe, which constituted a trespass, although it was unfortunate that the lavatory was used as a store room. Damages, however, were not limited to what might be foreseen, and, if they were a direct consequence of the defendant's act, he was liable. Judgment was therefore given for the plaintiff for £12 and costs. The above subject had been previously considered from three different aspects in *Stevens* v. *Woodward* (1881), 6 Q.B.D. 318; *Ruddiman* v. *Smith* (1889), 60 L.T. 708; and *Lothian* v. *Rickards* [1913] A.C. 263.

"THE LEGAL PROFESSION IN MALAYA."

We regret that by inadvertence we omitted to publish the name of the contributor of an article on "The Legal Profession in Malaya," which appeared in our issue of 29th August, 1931. The contributor was Mr. Walter Buchler, c/o 261, Goldhurst-terrace, N.W.6.

Practice Notes.

NEW RULES.

ELSEWHERE in this issue, under the heading "Rules and Orders," are published four new sets of rules which came into operation on the 1st January, 1932. These rules are the County Court (No. 2) Rules, 1931, the County Court (Service Abroad) Rules, 1931, the Bankruptcy Rules (No. 2), 1931, and the Workmen's Compensation Rules, 1931.

The County Court (No. 2) Rules, 1931, contain rules regulating the procedure for an appeal to a county court under s. 8 of the Agricultural Marketing Act, 1931 (see rr. 6, 7 and 11). They also contain an amendment of para. 8 in the lower scale of costs. This amendment clears up the doubt as to the application of that paragraph to the case of a solicitor attending the hearing of a case to which the lower scale applies (i.e., between £2 and £10) which is to be conducted by counsel. The amendment decides that the charges under para. 8 ought to be in addition to the charge under para. 3 (or para. 6), but that the attendance at the trial should be included in the remuneration under para. 3 (or para. 6), and should not be charged over again under para. 8.

The remainder of these rules deal with minor points and drafting amendments and are self-explanatory.

The County Court (Service Abroad) Rules, 1931, concern service outside England and Wales. The expression "service out of the jurisdiction" was avoided in the existing rules (Ord. VII, rr. 41–49), possibly on the ground that in the case of a county court the expression may mean the district of that county court, and not the territorial jurisdiction of the High Court.

A county court judge has had power since some time prior to 1903 to order service of an "ordinary" county court summons out of England and Wales. The judge's leave could be given in circumstances somewhat analogous to those set out in r. 1 of Ord. XI of the Rules of the Supreme Court. It should be observed that the new rules do not alter the circumstances in which leave may be given.

Though not expressly stated in the Supreme Court Rules, it is implied that a person who has obtained leave to serve a writ or summons out of the jurisdiction has *primâ facie* to serve the writ or summons by going out of the jurisdiction himself and finding the defendant or by employing an agent to do this for him. The new county court rules now state this expressly.

Certain difficulties or dangers to the server under the Supreme Court Rules, and possibly some friction between the foreign government and our own, gave rise to the procedure prescribed in r. 8 of the R.S.C. Ord. XI, for getting the writ served by the foreign government on transmission of a request through diplomatic channels. This procedure at present applies to Russia, Japan, Greece, Switzerland, Latvia, Poland, Portugal, and up to the present time has never been made available for the county court litigant who has obtained leave.

The Civil Procedure Conventions which have recently been made with foreign countries, under which an alternative procedure has been devised which might reasonably be called service through the consular channel, have rendered service in many cases more efficient and cheaper. The service is effected either by the British Consular officer in the foreign country or by the foreign judicial authority in the foreign country. In either case the documents go to the British Foreign Office and thence straight to the British Consul in the foreign country. The countries with which conventions have been made are France, Germany, Belgium, Czechoslovakia, Sweden and Spain, and conventions with other countries are being negotiated. When a convention is made with a country to which r. 8 has been applied, an order is made revoking the application of r. 8. These conventions are wide enough to cover county court process, and there seems no reason, therefore, why service through the consular channel should not be made available for county court cases in convention countries, just as service through the diplomatic channel should be made available for county court cases in countries to which r. 8 applies.

The new rules effect this. In addition they confer upon a county court judge the extended powers to grant leave to serve a writ of summons out of the jurisdiction which were granted to the High Court mainly by R.S.C. Ord. XI, r. 8A. This extension seems to cover pretty well every form of originating and interlocutory process.

The new rules make clear as regards the county court the circumstances in which leave can be granted where the process is not one analogous to service of a writ—a matter which is by no means clear under the Rules of the Supreme Court and practically impossible to ascertain without the assistance of an expert on the authorities and procedure.

It is interesting to observe that the somewhat absurd practice under the Rules of the Supreme Court of serving notices of instead of the actual process desired to be served (the object of which was no doubt to preserve the comity of nations, and to avoid giving offence to other nations by documents in which a foreign sovereign gives commands), a practice only recently altered by the use of two documents, has been avoided. The new rules treat the ordinary summons of a county court as analogous to an originating summons in the High Court, rather than a writ of summons which runs in the name of the King, and provide that the documents to be actually used should be a sealed copy of the ordinary summons (indistinguishable from the original) and a notice unsealed emanating from the party and not from the court. A sensible and clear way of getting over a technical difficulty.

In short, the High Court facilities for service out of the jurisdiction have in substance been made available in the county court. The new County Court Rules might not at first sight be thought to effect this for they are drafted in simple, clear and practical terms which should present few difficulties to the four hundred or more courts which may have to administer them. After a perusal of them it is impossible to refrain from the respectful suggestion that the High Court Rule Committee might now consider the revision of Ord. XI of R.S.C., and that on this occasion at least the County Court Rules present a model well worthy of imitation.

The Bankruptcy Rules (No. 2), 1931, and the Workmen's Compensation (No. 2), 1931, explain themselves and need no further comment, being principally drafting amendments to meet modern practice and recent legislation.

Reviews.

The Economic Uses of International Rivers. By HERBERT ARTHUR SMITH, M.A., Professor of International Law in the University of London.

"The aim of this book," says the caption on the publishers' jacket, "is to offer an analysis of the legal, economic and political problems presented by the conflict of state interests in international rivers." It is the first contribution, at least in English, to this subject of vast and increasing importance.

Professor Smith is well qualified to deal with the subject. Not only has he the learning, but he possesses, too, the strong sense which lends force and point to it. This not only illuminates his subject, but presents it in the light a workaday world is compelled to view it in. He himself modestly says that: "The present essay cannot claim to do more than suggest the method of approach to the complex problems with which it deals." The "essay" does far more than that, but were it not so, to find and apply the right method is to put the problems well on the way to solution.

The problems, as Professor Smith sees clearly, are not yet fully posed. Till recently questions of navigation were the only questions to which men's minds were turned in connexion with international rivers. But with the technical advances in the use of power, the growth of very large urban communities faced with the need of a vast volume of drinking water and the equal urgency of sewage disposal on an immense scale, the scientific exploitation of running waters has to be conducted with reference to a number of competing interests. It can be carried out successfully only if it be remembered that "in reality there is one dominant interest, and that is the interest of the whole community which the river serves"; and the truth recognised that each river system "must be considered separately in the light of its own history and its own conditions, political, economic and geographical." We cannot work by "deductive reasoning from some arbitrary principle." "In the last resort the justification of the rules of international law, as with all law, must be found in its ability to enable living men to live with one another in peace and order."

Two great sets of concrete problems (and some smaller ones) are examined from the same viewpoint of considering law "in terms of function"; the Dutch-Belgian tangle of interlacing rivers and canals, and the Canadian-American plexus of great lakes and rivers. Put quite generally, the first exhibits how not to do it, and the second how it can be done. But in both instances alike we see wise heads finding the way out, and in both we see how wisdom can be defeated by short sight and selfishness. Chicago, that monstrous and ill-considered city, has created a very difficult and even dangerous position, which is not yet in sight of liquidation. The ancient jealousy between the Netherlands and Belgium is frustrating efforts at a joint solution of a complex matter, and complicating it by new elements due to one-sided action.

But all these problems will be made more capable of handling by clear thought on principles, and by honest application of those principles. To that end, Professor Smith has made a notable contribution. His book, written in plain English made lucid by commonsense, is a pleasure to read, and a furtherance to wise action.

Annual Digest of Public International Law Cases. Years 1927 and 1928. Edited by ARNOLD D. MCNAIR, C.B.E., LL.D., and H. LAUTERPACHT, LL.D., Dr.Jur., Dr.Sc.Pol. London: Longmans, Green & Co. £2 2s.

This is the second volume of a series designed, when arrears are caught up, to run from 1919. It is an exceedingly useful one. As was said in the preface to the first volume, there is a great deal of international law in existence and daily accumulating. The trouble has been to have ready reference to it.

Very sensibly reference in these volumes is facilitated by dissecting into a number of separate entries cases where more than one point of law is discussed and decided, and this fits well with the scheme of classification adopted by the editors.

It is not easy for a reviewer to make more than general observations upon a work of this class. The real test comes in its use. The first volume has been in use by the reviewer since its issue, and it answers the practical test efficiently. No doubt this second volume, on the same plan and by the same editors, will answer equally well.

We venture one suggestion, whether under the head of extradition there might not be included notes of cases of importance which do not happen to reach the higher tribunals. We have in mind such a decision as that of the Bow-street magistrate, discussed at p. 623, *ante*.

Mr. Charles Willoughby Williams, barrister-at-law, of Pinner Hill, Middlesex, left £8,657, with net personalty of £6,891.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

James Reynolds was born on the 6th January, 1686. When he embraced the law, fortune did not tarry long, for he became Recorder of Bury St. Edmunds in the same year that he was called to the Bar. Only two years later, he was created a serjeant-at-law, and soon after was elected to Parliament. He was appointed a Justice of the King's Bench in 1724, and Chief Baron of the Exchequer in 1730. He died in 1739, six months after failing eyesight had compelled his resignation. He thoroughly deserved his success if one may judge from the daily prayer in which he petitioned that he might be enabled to "determine those weighty affairs which may this day fall unto my consideration without error or perplexity, without fear or affectation, without prejudice or passion, without vanity or ostentation, but in a manner agreeable to the obligation of the oath and the dignity of that station to which Thou in Thy good providence hast been pleased to advance me."

LAWFUL SPORT.

A very judicial shooting party entertained recently by Mr. Bertrand Marriott, K.C., Recorder of Northampton, included Lord Hanworth, M.R., and Luxmoore and Bateson, JJ. Their gathering recalls memories of legal marksmen of other days, all of them keen and some skilful. One of the best shots the law has known was Lord Chancellor Westbury, a great organiser of shooting parties. In summer he would take a little early morning practice at the open window of his bedroom. In night-cap and dressing-gown, he would walk up and down studying a brief or a book, but with half an eye on the lawn watching for rabbits. A gun lay ready for use when one appeared. After each shot he would exclaim "Got him!" or "Missed him!" as the case might be, re-load and fall to work again. Sir James Mansfield, C.J., when on circuit, used to go out and shoot something every morning before breakfast. Lord Coleridge, C.J., on the other hand, was not a good shot, but was a persevering sportsman. Lord Eldon, it is true, used generally to return heavily laden from shooting expeditions, but the fact that he went out alone led his brother Lord Stowell to suggest that he took his game "not by descent but by purchase." Cockburn, C.J., was another lawyer who could handle a case better than he could handle a gun.

JUDGES UPSET.

Everyone is glad that Lord Buckmaster was not seriously hurt when he was knocked down by a car near Winchelsea recently. Even in these swift days it must be a disconcerting surprise for a motorist to find that he has bowled over an ex-Lord Chancellor or a learned judge. In slower times, such an incident probably never occurred, except to Mr. Justice Day, who once contrived to get run over by a cab on the Embankment. The passenger, with great presence of mind, jumped out in time to lessen the weight as the wheel passed over him, and the eminent victim was able to dine with Lord Coleridge the same evening. Lady Day, however, was too upset to go. "Here is the one that met with the accident," explained her husband to their host, "the one who suffers from it is at home." It is to be feared that in these times the career of Day, J., would have ended with a sensational tragedy. His method of crossing the road was to wait till it seemed clear, and then to dart across, looking neither to right nor left. In his son's biography of him an amusing passage is quoted. His pedestrianism, it is said, "smacked of the primeval and heroic. Yet even his enemies do not contend that he often broke bones or walked otherwise than politely over a wayfarer who in the shock had lost his balance."

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Assent in Satisfaction of Widow's £1,000—When Liable to Stamp Duty.

Q. 2371. A dies intestate leaving a widow and three children, all of age. Estate consists of a freehold cottage value £400 and shares and cash in bank value £800. Widow and eldest son administer. Widow and children reside in cottage. It is verbally agreed between family that widow should take cottage as part of her £1,000. Widow and eldest son as personal representatives assent to the vesting in the widow of the cottage. Statutory form used with acknowledgment therein for production of grant.

(1) Should the assent be stamped (on adjudication).

(2) Does the fact that estate is over £1,000 give notice to a purchaser from the widow that stamp duty should have been paid ?

A. (1) According to the view taken by the Controller of Stamps, an assent in favour of the widow is liable to stamp duty if the total net estate, exclusive of personal chattels, is over £1,000. It seems doubtful if that view can be sustained in view of the fact that s. 48 (2) of A. of E.A., 1925, expressly suggests appropriation in favour of a spouse, and it is admitted that assents to affect appropriation in favour of children of an intestate are exempt.

(2) It is considered that a purchaser is certainly put upon inquiry and should ask for adjudication.

Ratio of Rent to Rateable Value.

Q. 2372. Section 12 of the Act of 1920 provides that unless the context otherwise requires, "rateable value" means the rateable value on 3rd August, 1914 (or on first assessment after that date). Can sub-s. (7) be properly read as to make the expression "rateable value" in that sub-section mean the rateable value at the time of letting ? A house is let in 1914 at £x which is within the Acts but only slightly above two-thirds of rateable value. The rateable value is subsequently increased. The 1914 tenancy terminates in 1927 and the landlord (without entering into possession so as to decontrol) again lets at £x, which is less than the then (and present) rateable value. Can it be said that this tenancy is not within the Act ?

A. The opinion is given that sub-s. (7) cannot be properly read so as to refer to the rateable value at the time of letting. On the facts stated, there was no decontrol by actual possession, and, as there is no trinity of landlord, tenant and sub-tenant, the case cannot be brought within *Finey* v. *Gougoltz* [1926] 2 K.B. 322. The relevant decision is *Brooks* v. *Liffen* [1928] 2 K.B. 347, and the 1927 tenancy is therefore within the Act.

Rent Restrictions Acts—Remedy of Mortgagee when Security Depreciated.

Q. 2373. A is mortgagee of property to which the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, applies. B, the owner, died recently, and the property was only valued for probate purposes at less than 50 per cent. of the amount advanced by A, the principal reason for the diminution in the value of the security being the fact that the local authority had indicated that they were about to serve notice of their intention to make demolition orders under the Housing Act, 1930.

(*a*) Has A any remedy such as foreclosure owing to the fact that the property is no longer security for the mortgage ?

(*b*) Is the mere service of this notice, indicating that in the view of the local authority the property is no longer fit for human habitation, evidence that B has failed to keep the property in a proper state of repair, and will it enable A to call in the mortgage by virtue of s. 7 (*c*) of the Rent Act ?

(*c*) Assuming that a demolition order is made and the property is demolished, will this constitute a sufficient failure to keep the property in a proper state of repair as above ?

A. (*a*) The opinion is given that the notice given by the local authority, which it is presumed is under Pt. II of the Act, is *primâ facie* evidence of neglect to repair within s. 7 of the Act of 1920, but it is open to B to show that reasonable repairs have been executed having regard to the state of the property at the date of the mortgage (*Woodifield* v. *Lovebird* [1922] 2 Ch. 40). If thought worth while application may be made to the High Court or county court, as the case may be, for foreclosure (see *Evans* v. *Horner* [1925] Ch. 177, as to right of application if interest is in arrear twenty-one days).

(*b*) A can give notice calling in, but it is doubtful if he could force a title on a purchaser on the ground of non-repair without an application to the court (which may be the county court) for a declaration that he is at liberty to sell.

(*c*) If a demolition order is made, the mortgagee can take the compensation, but the amount is likely to be very small.

Dependency of Wife after Separation.

Q. 2374. A workman at a colliery belonging to clients of ours has recently been killed in an accident arising in circumstances which entitle his dependents to compensation under the Workmen's Compensation Act, 1925. His total earnings during the 156 weeks immediately before his death amounted to £241. He was a married man, but had no child, and had not lived with or maintained his wife for upwards of nineteen years, nor had she made any claim upon him, she being able to work and thus provide her own maintenance. The man resided with his mother, who was partially dependent on him and who is now making the claim for compensation under the above Act. She is eighty-two and her son was fifty-seven years of age. Our clients admit their liability in respect of the mother's partial dependency, but consider that his wife was not dependent on him at the time of his death. They propose to pay £241 into court pursuant to r. 61 of the Workmen's Compensation Rules, stating in the præcipe that they do not admit that the wife was a dependent. We shall be obliged if you will inform us whether this is the proper course to adopt, or what other course ought to be taken ; the object being, of course, to avoid paying compensation to the wife, if possible. It is assumed that the judge will require the wife to prove her right to receive compensation, and that, in default of her so doing, the difference between the sum paid into court and the sum awarded to the mother will be returned to the employers ; and also that, in any event, the employers will not be called upon to pay any costs of either the mother or the wife.

A. The evidence is that the wife was not a dependent, and the proposed procedure is correct. In the event of the wife succeeding, however, she will be entitled to her costs against the employers.

Notes of Cases.

Judicial Committee of the Privy Council.

Attorney-General for Quebec *v.* **Attorney-General for Canada.**

Viscount Dunedin, Lord Blanesburgh, Lord Atkin, Lord Russell of Killowen and Lord Macmillan. 22nd October.

CANADA—DOMINION INSURANCE LEGISLATION—VALIDITY—PROVINCIAL LICENSEES—INSURANCE ACT OF CANADA, R.S.C., 1927, c. 101, ss. 11, 12—SPECIAL WAR REVENUE ACT, R.S.C., 1927, c. 179, ss. 16, 20 and 21—BRITISH NORTH AMERICA ACT, 1867 (30 & 31 Vict. c. 3), ss. 91, 92.

This was an appeal from the answers given by the Court of King's Bench for the Province of Quebec (Appeal Side) to questions referred to it by the Lieutenant-Governor of Quebec regarding certain insurance legislation of the Dominion Parliament.

The questions referred to the court were: "(1) Is a foreign or British insurer who holds a licence under the Quebec Insurance Act to carry on business within the province obliged to observe and subject to ss. 11, 12, 65 and 66 of the Insurance Act of Canada, or are these sections unconstitutional as regards such insurer? (2) Are ss. 16, 20 and 21 of the Special War Revenue Act, 1927, within the legislative competence of the Parliament of Canada? Would there be any difference between the case of an insurer who has obtained or is bound to obtain under the provincial law a licence to carry on business in the province and any other case?" In Quebec the majority of the five judges who heard the case answered the first question as follows: In the case of a foreign insurer, "Yes" to the first part, and "No" to the second. In the case of a British insurer, "No" to the first part and "Yes" to the second. As to the second question, they were unanimous in answering "Yes" to the first part and "No" to the second.

Lord DUNEDIN, giving the judgment of the Board, said that it might be hoped that this case was the last of the series of litigation between the Dominion and the Provinces with regard to insurance. The case could be conclusively dealt with in the light of the following four cases: *Citizens' Insurance Co. of Canada* v. *Parsons*, 7 A.C. 96; *John Deere Plow Co.* v. *Wharton* [1915] A.C. 330; *Attorney-General for Canada* v. *Attorney-General for Alberta* [1916] 1 A.C. 588; and *Attorney-General for Ontario* v. *Reciprocal Insurers*, 68 SOL. J., 383; [1924] A.C. 328. His lordship dealt with those authorities, and said that the proper answers to the questions put were—to the first part of question (1) "No," and to the second part "Yes"; to the second question in both branches, "No."

COUNSEL: *Geoffrion*, K.C., *Lanctot*, K.C., and *M. Alexander*, for the appellant; *St. Laurant*, K.C., and *Plaxton*, K.C., for the respondent; *Tilley*, K.C., *Bayly*, K.C., and *Leighton Foster*, for the Attorney-General of Ontario, intervener; *Evan Gray*, for intervening companies.

SOLICITORS: *Blake & Redden; Charles Russell & Co.; Lawrence Jones & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Phillips: Public Trustee** *v.* **Mayer.**

Maugham, J. 4th December, 1931.

PUBLIC TRUSTEE—PLAINTIFF AND DEFENDANT—SUMMONS TO BE AMENDED—SOMEONE ELSE BENEFICIALLY INTERESTED.

This was a summons for the construction of the will of the testator herein. The Public Trustee appeared both as plaintiff and also as defendant as legal personal representative of the testator's widow.

MAUGHAM, J., directing that the summons should be amended, said that though he could not forget that the Public Trustee had many separate sets of trusts, it had never been the court's practice to allow the same person to be both plaintiff and defendant ("Annual Practice," 1932, p. 207; *Ellis* v. *Kerr* [1910] 1 Ch. 529; *Hardie* v. *Chiltern* [1928] 1 K.B. 663). Someone beneficially interested must be found to represent the estate of the deceased. His lordship did not take *In re Abercrombie's Will Trusts* [1931] W.N. 109, to decide that the Public Trustee could appear on both sides of the record. The position of the Public Trustee was similar to that of any other trustee.

COUNSEL: *Droop; Manning*, K.C., and *Whitehead; Beebee; Gover*, K.C., and *King; Jenkins*, K.C., and *White.*

SOLICITORS: *Few & Co.; Griffith, Smith, Wade & Riley; Wilberforce, Allen & Bryant.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Greening *v.* **Queen Anne's Bounty.**

Clauson, J. 7th December, 1931.

TITHE—RATES—RECTORY WITHOUT CURE OF SOULS—"BENEFICE"—TITHE ACT, 1925, s. 3—TITHE RENT-CHARGE (RATES) ACT, 1899, s. 2 (1) (*b*).

This was an action in which The Rev. Henry Morris Greening, the incumbent of Gestingthorpe Castle, Hedingham, Essex, claimed a declaration that by the Tithe Act, 1925, the rectorial tithe rent which immediately before the appointed day (31st March, 1927) was attached to the benefice was transferred to and became vested in the defendant, Queen Anne's Bounty, for all the purposes of the Act. The question was whether, under the Tithe Act, 1925, the rectory was a benefice with a cure of souls, if so, the tithe rent-charge attached to the rectory would vest in the defendants and be paid to the incumbent free from rates, but if the benefice was without cure of souls, the tithe rent-charge would remain vested in the plaintiff, and he would have to pay the rates. The defendants denied that the benfice was a benefice within the Act of 1899, and alleged that the rectory was a rectory without cure of souls and that on the institution of the plaintiff to the vicarage the plaintiff ceased as rector to have any cure of souls. The induction of the plaintiff was in respect of both vicarage and rectory. All the past records of Gestingthorpe, with two exceptions, had always referred to it as a sinecure.

CLAUSON, J., in delivering judgment, said that the plaintiff since his institution in 1927, had been in receipt of the tithes in respect of the vicarage and also in respect of the rectory and had resided throughout in the parish. He (his lordship) was satisfied that a benefice with cure of souls did not include rectories of the character of Gestingthorpe, commonly known as sinecures. The expression "rector with cure of souls," meant a real cure of souls and accordingly this rectory was not within its meaning. It was said that so long as the rector was resident the cure of souls could not properly be in the vicar, and that, therefore, the rectory was one with cure of souls, but he could not agree to that. It was too late to say that a rectory known as a sinecure could be turned into a rectory with cure of souls merely by residing there. The conception of a rectory could not change its character by residence or non-residence of the rector. Accordingly the action failed, but, having regard to the nature of the action, it was one that he could properly dismiss without costs.

COUNSEL: *F. H. L. Errington* and *E. W. R. Peterson; Wilfrid Lewis.*

SOLICITORS: *Lee, Bolton & Lee; G. J. Hare.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Dampskibsselskabet Botnia A/S *v.* **C. P. Bell & Co.**

Bateson, J. (sitting as a Judge of the K.B.D.). 27th November, 1931.

CHARTER-PARTY—CARRIAGE OF TIMBER—LOADING PREVENTED BY ICE—WEATHER WORKING DAY.

By a charter-party dated the 27th October, 1930, in the "Wood Charter (Scandinavia and Finland) to the United Kingdom, 1924," form, it was provided that the steamship

"Sydhavet," belonging to the plaintiffs, should go to one place in Middle Finland as ordered by the charterers and there load from the agents of the charterers a full and complete cargo of short pit-props, and being so loaded should proceed to Cardiff and there deliver the cargo on being paid freight as set out. The defendants, C. P. Bell & Co., were holders of the bill of lading and owners of the pit props. The bill of lading incorporated all the material terms of the charter-party. Clause 5 of the charter-party provided that "At loading port the cargo shall be brought alongside the vessel at charterer's risk and expense. The cargo shall be loaded at the rate of 125 fathoms per weather working day on an average during the ordinary working hours of the port . . ." Clause 18 gave the master or owners an absolute lien on the cargo for dead freight and other matters. The steamer was ordered by the charterers to Mollersvik, a Finnish port which normally was blocked by ice from about the middle of November to March. She arrived there on 8th November, and had to lie about 3 miles from the shore, and the cargo was towed out to her in the form of rafts. Ice began to form, and from 21st November loading was impossible. The amount of cargo that had then been loaded was 394 fathoms out of the full cargo of 750 fathoms. The plaintiffs now claimed a sum for dead freight, and the question now in dispute was whether a day on which the cargo could not be brought to the ship to load because the harbour was frozen over was a "weather working day" within the meaning of the charter-party.

BATESON, J., said that the charter was to go to an ice port very late in the season, and he thought that business men making such a contract must have meant to include in the non-working days days on which loading was prevented by ice. He held, therefore, that ice which prevented loading was weather which prevented loading within the meaning of the charter-party. Judgment for the defendants.

A stay of execution was granted.

COUNSEL: *Pilcher*, for the plaintiffs; *Willink*, for the defendants.

SOLICITORS: *William A. Crump & Son*, for *Gilbert Robertson and Co.*, Cardiff; *Botterell & Roche*, for *Botterell, Roche and Temperley*, West Hartlepool.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Obituary.

SIR JAMES O'CONNOR.

The Right Hon. Sir James O'Connor, P.C., died on Tuesday, the 29th December, at Dulwich Village, in his sixtieth year, after a remarkable legal career in England and Ireland.

He was admitted a solicitor in 1894, and practised at Gorey and Dublin for five years. In 1900 he was called to the Irish Bar, took silk in 1908, and was elected a Bencher of King's Inn in 1912. He was appointed Solicitor-General for Ireland in 1914 and was promoted in 1916 to be Attorney-General for Ireland and sworn of the Irish Privy Council. In April, 1918, he was appointed a Judge of the Irish Chancery Division, and in the following November he was promoted to be a Lord Justice of Appeal. He retired on pension in 1924 and in the following year was knighted and called to the English Bar by the Middle Temple and given his English silk.

He ultimately returned to Dublin with the intention of reverting to his original profession, was disbarred by both English and Irish Bars and his patent as K.C. was revoked. He was re-admitted a solicitor in Ireland in 1929, thus completing a legal career without precedent in either England or Ireland.

He was an author of considerable repute, and will be greatly missed as a sound Irish lawyer and an interesting and charming personality.

The Law Society.

SPECIAL PRIZES OPEN TO CANDIDATES AT THE HONOURS EXAMINATIONS IN THE YEAR 1931; AND THE CITY OF LONDON SOLICITORS' COMPANY'S PRIZE.

THE SCOTT SCHOLARSHIP.

Keith Eric Lauder. (Served Articles with Mr. Albert Edward Lauder, of London.) Mr. Lauder was awarded the Clement's Inn Prize in November, 1931.

THE BRODERIP PRIZE FOR REAL PROPERTY AND CONVEYANCING.

Robert Henry Kersley, B.A., LL.B. Cantab. (Served Articles with Mr. Walter James Taylor, of the firm of Messrs. Wansbroughs, Robinson, Tayler & Taylor, of Bristol.) Mr. Kersley was awarded the Clement's Inn Prize in June, 1931.

THE CLABON PRIZE.

Alan Junius Gower Hardwicke. (Served Articles with Mr. Herbert Junius Allen Hardwicke, of the firm of Messrs. Gaby, Hardwicke & Evans-Vaughan, of Bexhill-on-Sea; and Mr. Frank Bentham Stevens, B.A., LL.B., of the firm of Messrs. Stevens, Son & Pope, of Brighton.) Mr. Hardwicke was awarded Second Class Honours in March, 1931.

THE MAURICE NORDON PRIZE.

Kenneth Marshall Trenholme, LL.B. Leeds. (Served Articles with Mr. William Trenholme, of Bradford.) Mr. Trenholme was awarded Third Class Honours in November, 1931.

LOCAL PRIZES.

THE TIMPRON MARTIN PRIZE FOR LIVERPOOL STUDENTS AND THE ATKINSON CONVEYANCING PRIZE FOR LIVERPOOL OR PRESTON STUDENTS.

Henry Lawrence Hall, B.A. Oxon. (Served Articles with Mr. John Bickerton McKaig, of the firm of Messrs. Alsop, Stevens & Collins Robinson, of Liverpool.) Mr. Hall was awarded Second Class Honours in June, 1931.

THE RUPERT BREMNER MEDAL FOR LIVERPOOL STUDENTS.

Henry James Holt Wiseman, M.A., LL.B. Cantab. (Served Articles with Mr. William Glasgow, of the firm of Messrs. Simpson, North, Harley & Co., of Liverpool.) Mr. Wiseman was awarded Second Class Honours in June, 1931.

THE BIRMINGHAM LAW SOCIETY'S GOLD MEDAL.

No award.

THE BIRMINGHAM LAW SOCIETY'S BRONZE MEDAL.

Joseph Kenneth Walker, B.A., LL.B. Cantab. (Served Articles with Mr. Samuel John Grey, of the firms of Messrs. S. J. Grey & Wilcox, and Messrs. Dale & Co., both of Birmingham.) Mr. Walker was awarded Second Class Honours in June, 1931.

THE STEPHEN HEELIS PRIZE FOR MANCHESTER AND SALFORD STUDENTS.

Thomas Lord Holt. (Served Articles with Mr. Geoffrey Goodier Kershaw, of the firm of Messrs. Grundy, Kershaw, Samson & Co., of Manchester and London.) Mr. Holt was awarded First Class Honours in June, 1931.

THE NEWCASTLE-UPON-TYNE PRIZE.

John David Cowen, B.A. Oxon. (Served Articles with Mr. Vincent Thompson, of the firm of Messrs. Dees and Thompson, of Newcastle-upon-Tyne.) Mr. Cowen was awarded Third Class Honours in March, 1931.

THE WAKEFIELD AND BRADFORD PRIZE.

Frank Howard Whitaker, LL.B. Leeds. (Served Articles with Mr. John Cecil Whitaker, of the firm of Messrs. Ratcliffe and Whitaker, of Bradford.) Mr. Whitaker was awarded First Class Honours in June, 1931.

THE SIR GEORGE FOWLER PRIZE.

Arthur Goldberg, LL.B. London. (Served Articles with Mr. Isaac Foot, M.P., of the firm of Messrs. Foot, Bowden and Blight, of Plymouth.) Mr. Goldberg was awarded Second Class Honours in November, 1931.

THE MELLERSH PRIZE.

Alan Junius Gower Hardwicke. (Served Articles with Mr. Herbert Junius Allen Hardwicke, of the firm of Messrs. Gaby, Hardwicke & Evans-Vaughan, of Bexhill-on-Sea; and Mr. Frank Bentham Stevens, B.A., LL.B., of the firm of Messrs. Stevens, Son & Pope, of Brighton.) Mr. Hardwicke was awarded Second Class Honours in March, 1931.

Claud Hamilton Hayman Winston. (Served Articles with Mr. Ernest Harper Kempe, of the firm of Messrs. Edwin Boxall & Kempe, of Brighton.) Mr. Winston was awarded Second Class Honours in March, 1931.

THE CITY OF LONDON SOLICITORS' COMPANY'S PRIZE.

John Henry Adeney Lang, LL.B. London. (Served Articles with Mr. Alfred Warton Matcham, of the firm of Messrs. Maples, Teesdale & Co., of 6, Frederick's-place, Old Jewry, London.) Mr. Lang passed the Final Examination held in June, 1931.

Societies.

The Law Society's School of Law.

The Spring Term will open on 4th January. Lectures will commence on 6th January. Copies of the detailed time-table can be obtained on application to the Principal's Secretary.

The Principal (Mr. G. R. Y. Radcliffe) will be in his room to advise students on their work on Monday, 4th January (students whose surnames commence with the letters A–K) and Tuesday, 5th January (students whose surnames commence with the letters L–Z), from 10.30 a.m. to 12.30 p.m., and from 2 p.m. to 5 p.m.

The subjects to be dealt with during the term will be, for Intermediate Students—(i) Public Law; (ii) Law of Property in Land; (iii) Contract and Tort; and (iv) Trust Accounts. The subjects for Final Students will be—(i) Conveyancing and Probate; (ii) Criminal Law, Private International Law, and Divorce; and (iii) Sale of Goods and Insurance. There will also be courses on—(i) Conveyancing; (ii) Contract; and (iii) History of English Law, for Honours and Final LL.B. Students; and on (i) Constitutional Law (Pt. I), and (ii) Roman Law (Pt. II), for Intermediate Degree Students.

The courses on (i) Law of Property in Land, and (ii) Contract and Tort, will be taken in the morning (Law of Property in Land, 11 a.m. to 1 p.m.; Contract and Tort, 10 a.m. to 12 noon); and in the afternoon (4 p.m. to 6 p.m.). Intermediate Students must notify the Principal's Secretary before 4th January on the entry form, whether they wish to take morning or afternoon classes.

Students can obtain copies of the regulations governing the three studentships of £10 a year each, offered by the Council for award in July next, on application to the Principal's Secretary.

The Annual Meeting of members of the Students' Rooms will be held in the Students' Common Room, on Thursday, 14th January, at 2 p.m. Representatives of the members of the rooms will be elected to the Students' Rooms Committee. The President of the Society will preside. Members of the rooms are requested to attend the meeting.

Rules and Orders.

THE COUNTY COURT (SERVICE ABROAD) RULES, 1931. DATED DECEMBER 21, 1931.

1. These Rules may be cited as the County Court (Service Abroad) Rules, 1931, and shall be read and construed with the County Court Rules, 1903,(*) as amended.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended. The Appendix referred to in these Rules is the Appendix to the County Court Rules, 1903, as amended.

(*) S.R. & O. Rev. 1904. III County Court, E. p. 89 (1903, No. 629).

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

2. The following Rules shall stand as Order VII A and shall be substituted for Rules 41 to 49 inclusive of Order VII which Rules are hereby revoked.

"*Order VII A.*

Service out of England and Wales.

1. *Interpretation.*]—In this Order the following words and expressions have the following meanings, unless a contrary intention appears:—

"An originating process" means an ordinary summons, a petition, or any other process by which an action or matter may be commenced in a County Court (except a default summons, a special default summons, and a judgment summons), and includes a third party notice.

"An interlocutory process" means a summons, order or notice issued made or given in an action or matter already instituted in or remitted to a County Court.

"A process" means an originating process or an interlocutory process.

"A country" means a foreign country or a part of His Majesty's Dominions or a territory which is under His Majesty's protection or in respect of which a mandate has been accepted by His Majesty.

"The country of service" means the country in which a process is to be served or is served in pursuance of leave granted under this Order.

"A convention country" means a foreign country with which a convention has been made relating to civil procedure including the service of documents issued from England and Wales in the foreign country.

"R.S.C. Order XI, Rule 8" means Rule 8 of Order XI of the Rules of the Supreme Court 1883, the provisions of which may be applied to certain foreign countries by order of the Lord Chancellor from time to time.

"The applicant" means the party applying for or obtaining leave under this Order to serve a process out of England and Wales.

"The respondent" means the party on whom the applicant seeks or obtains leave to serve a process.

2. *Conditions of allowing service of originating process.*]—The Judge may allow an originating process to be served out of England and Wales where—

(*a*) the whole subject-matter of the action or matter is land situate within the district of the Court (with or without rent or profits); or

(*b*) any act, deed, will, contract, obligation, or liability affecting land or hereditaments situate within the district of the Court is sought to be construed, rectified, set aside, or enforced in the action or matter; or

(*c*) any relief is sought against any person residing or carrying on business within the district of the Court, or sued in the Court pursuant to leave granted under section seventy-four of the Act; or

(*d*) the claim is for the administration of the personal estate of any deceased person who had his last place of above within the district of the court, or for the execution (as to property situate within the district) of the trusts of any written instrument of which the person to be served is a trustee, which ought to be executed according to the law of England; or

(*e*) the claim is founded on any breach or alleged breach within the district of the Court of any contract wherever made which, according to the terms thereof, ought to be performed within England or Wales, unless the defendant is domiciled or ordinarily resident in Scotland or Northern Ireland; or

(*f*) any injunction is sought as to anything done or to be done in the district of the Court, or any nuisance in such district is sought to be prevented or removed, whether damages are or are not also sought in respect thereof; or

(*g*) any person out of England and Wales is a necessary or proper party to any action or matter properly commenced in the Court against some other person duly served in England or Wales.

3. *Conditions of allowing service of other process.*]—The judge may allow an interlocutory process to be served out of England and Wales on a person who is already a party to the action or matter, and in the case of a defendant, respondent or third-party, has been served with the originating process.

4. *Scotland and Northern Ireland.*]—Where leave is asked from the Judge to serve a process in Scotland or in Northern Ireland, if it appears to the Judge that there may be a concurrent remedy in Scotland or Northern Ireland (as the case may be), the Judge shall have regard to the comparative cost and convenience of proceedings in the

district of the Court or in the place of residence of the respondent, and particularly to the powers and jurisdiction of the Sheriffs' Courts or Small Debts Courts in Scotland, and of the County Courts in Northern Ireland, respectively.

5. *Application to be supported by evidence.*]—An application for leave to serve a process on a respondent out of England and Wales shall be supported by affidavit or other evidence stating (in the case of an ordinary summons) that in the belief of the deponent the applicant has a good cause of action, and showing (in the case of any process) in what country and place the respondent is or may probably be found, and whether the respondent is a British subject or not, and the grounds on which the application is made; and no such leave shall be granted unless it is made sufficiently to appear to the Court that the case is a proper one for service out of England and Wales under this Order.

6. *Return-day.*]—When giving leave to serve a process out of England and Wales, the Judge shall fix the return-day, and in so doing shall have regard to the distance of the country of service.

7. *Modes of service.*]—(1) Where leave has been given to serve a process out of England and Wales, service may, subject to the provisions of this Rule, be effected (*a*) through the Court or (*b*) by the applicant or his agent.

(2) Where the country of service is a convention country, service may be effected through the Court, or, if service by the applicant or his agent is permitted by the convention, by the applicant or his agent.

(3) Where the country of service is a country to which R.S.C. Order XI, Rule 8, applies, service may be effected through the Court.

(4) Where the country of service is neither a convention country nor a country to which R.S.C. Order XI, Rule 8, applies, service may be effected by the applicant or his agent, if and so far as the law of the country of service permits.

(5) Where the respondent is in a foreign country and is not a British subject the process shall not be served unless it is annexed to a notice (to be called a notice of process) in accordance with the form in the Appendix [*Form* 48], and in the subsequent Rules of this Order any reference to a process means, in the case of any such respondent, a process together with the notice of process to which it is annexed: Provided that the notice of process shall not bear the seal of the Court.

8. *Service by applicant.*]—The process, if served by the applicant or his agent, shall be served in the manner in which default summonses are required to be served.

9. *Service through the Court.*]—(1) Where service is to be effected through the Court, the applicant shall, at the time of entering the plaint, or subsequently, file a præcipe in accordance with the form in the Appendix [*Form* 49], together with one copy thereof and three copies of the process to be served.

(2) Where the country of service is a convention country, the præcipe shall indicate whether the applicant desires service to be effected (*a*) directly through the British Consul, or (*b*) through the foreign judicial authority.

(3) Where the præcipe is not signed by a solicitor, the applicant shall deposit in Court such sum as the Court may think proper, to cover the expenses mentioned in the form.

(4) Unless the country of service is a convention country, and service is to be effected on a British subject directly through the British Consul, the applicant shall file with the præcipe three copies of a translation of the process in the language of the country of service certified by or on behalf of the applicant to be a correct translation.

(5) The Registrar shall seal the three copies of the process and the translations (if any) and shall forward to the Lord Chancellor two sealed copies of the process and two sealed copies of the translations (if any) and one copy of the præcipe.

(6) An official certificate or declaration upon oath or otherwise of the judicial authority or Government of the country of service or of the British Consular authority in that country transmitted by the Lord Chancellor to the Registrar of the County Court shall be received as evidence of the facts certified or declared with regard to the service or attempted service of the process.

(7) Where the process has been served in accordance with the law of the country of service or in the manner in which default summonses are required to be served, the service shall be deemed to be good service—

(8) Where it appears from the certificate or declaration that the process has been duly served upon the Respondent, the certificate or declaration shall be an equivalent substitute for any affidavit or endorsement of service required by these Rules.

(9) Where in pursuance of an order for substituted service a document is required to be transmitted through the Court to the country of service, the provisions of this Rule shall apply with the necessary modifications.

10. *Proof of service.*]—Where the respondent does not appear on the return-day, the applicant shall before proceeding file an affidavit or official certificate or declaration showing that the process has been duly served.

11. *Setting aside the service.*]—The respondent may apply on notice to the Judge to set aside the service of the process or to discharge the order giving leave to serve it."

3. In Part I of the Appendix the following forms shall be substituted for Forms 48 and 49, which are hereby revoked:—

"48

Notice to a foreign party in a foreign country of the issue of process under Order VII A.

[*Order 7a, Rule 7 (5).*]

In the County Court of
holden at

Take notice that by leave of the Judge a summons has been issued against you (*or* a petition has been presented *or as the case may be*) in the above-named County Court.

A copy of the summons (*or* petition *or other process*) is annexed to this notice.

Dated the day of 19 .

(*Signature of the plaintiff or other applicant or his solicitor.*)

To
(*naming the defendant or other party to be notified.*)

49.

Præcipe for service out of England and Wales through the Court.

[*Order 7a, Rule 9.*]

(*Heading as in Form* 1.)

Date of Order giving leave to serve out of England and Wales.	
Nature of process to be served.	
Name of country in which service is to be effected.	
Name of party to be served.	
Address of party to be served.	
Whether party to be served is a British subject.	
Whether service is desired directly through a British Consul or by the foreign judicial authority (*to be answered only if the country of service is a foreign country with which a convention has been made relating to the service of documents.*)	

I (We) hereby request that the above-mentioned process may be served through the Court.

I (We) personally undertake to be responsible for all expenses incurred by His Majesty's Principal Secretary of State for Foreign Affairs in respect of the service hereby requested, and on receiving notice of the amount of such expenses I(We) undertake to pay the amount to the Chief Clerk at the Foreign Office and to produce the receipt for the payment to the proper officer of the Court.

(*Signature of plaintiff or other party or his solicitor.*)"

We, the undersigned persons appointed by the Lord Chancellor pursuant to section one hundred and sixty-four of the County Courts Act, 1888,(*) and section twenty-four of the County Courts Act, 1919,(†) to frame Rules and Orders for regulating the practice of the Courts and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

S. A. Hill Kelly. *H. Bensley Wells.*
T. Mordaunt Snagge. *A. O. Jennings.*
Barnard Lailey. *A. H. Coley.*
Ivor Bowen.

Approved by the Rules Committee of the Supreme Court.

Claud Schuster,
Secretary.

I allow these Rules, which shall come into force on the 1st day of January, 1932.

Dated the 21st day of December, 1931.

Sankey, C.

(*) 51-2 V. c. 43. (†) 9-10 G. 5. c. 73.

THE BANKRUPTCY RULES (No. 2), 1931, DATED DECEMBER 16, 1931, MADE UNDER SECTION 132 OF THE BANKRUPTCY ACT, 1914 (4 & 5 GEO. 5, c. 59).

1. Paragraph (1) of Rule 17 of the Bankruptcy Rules, 1915,(*) shall be annulled and the following paragraph shall be substituted therefor:—

"(1) In the High Court the Senior Bankruptcy Registrar shall file a copy of every issue of the London Gazette and in a County Court the Registrar shall file a copy of every issue of the London Gazette which contains any advertisement relating to any matter under the Act in that Court; and in the High Court the Senior Bankruptcy Registrar and in a County Court the Registrar shall file with the proceedings in any matter under the Act in such Court a memorandum referring to and giving the date of any advertisement in the London Gazette relating to that matter."

2. The following Rule shall be inserted in the Bankruptcy Rules, 1915, after Rule 168 and shall stand as Rule 168A:—

"168A. A petitioning creditor who is a moneylender shall at the hearing of the petition prove his debt by an affidavit which shall incorporate a statement showing in detail the particulars required by section 9 (2) of the Moneylenders Act, 1927."

3. The following Rule shall be inserted in the Bankruptcy Rules, 1915, after Rule 252 and shall stand as Rule 252A:—

"252A. In the case of a creditor who is a moneylender there shall be endorsed upon or annexed to the affidavit of proof of debt a statement showing in detail the particulars required by section 9 (2) of the Moneylenders Act 1927." (†)

4. These Rules may be cited as the Bankruptcy Rules (No. 2) 1931, and shall come into operation on the 1st day of January, 1932, and the Bankruptcy Rules, 1915, as amended, shall have effect as further amended by these Rules.

Dated the 16th day of December, 1931.

Sankey, C.

I concur.

Walter Runciman,
President of the Board of Trade.

(*) S.R. & O. 1914 (No. 1824) I, p. 41. (†) 17-8 G. 5, c. 21.

THE WORKMEN'S COMPENSATION RULES (No. 2), 1931. DATED DECEMBER 16, 1931.

1. In these Rules "the principal Rules" mean the Workmen's Compensation Rules, 1926, as amended.(*)

2. In Rule 46, paragraph (1) of Rule 49, Rule 49A, paragraph (*d*) of Rule 50 and paragraph (2) of Rule 51 of the principal Rules the expression "as extended by section 16, subsection (1) (*c*) of the National Health Insurance Act, 1924," shall be omitted; and in the marginal notes to those Rules and to paragraph (1) of Rule 51 of the principal Rules the expression "14 & 15 Geo. 5, c. 38, s. 16 (1) (*c*)" shall be omitted.

3. In the heading to Rule 51 of the principal Rules the expression "14 & 15 Geo. 5, c. 38, Section 16 (1) (*c*)" shall be omitted.

4. These Rules may be cited as the Workmen's Compensation Rules (No. 2), 1931, and the Workmen's Compensation Rules, 1926, as amended, shall have effect as further amended by these Rules.

We hereby submit these Rules to the Lord Chancellor.

S. A. Hill Kelly. *Barnard Lailey.*
T. Mordaunt Snagge. *Ivor Bowen.*

I allow these Rules, which shall come into force on the 1st day of January, 1932.

Dated the 16th day of December, 1931.

Sankey, C.

(*) S.R. & O. 1926 (No. 448) p. 829; amended by S. R. & O. 1927 (Nos. 392 and 393) pp. 747-8; 1929 (Nos. 9 and 267) p. 865; 1930 (Nos. 385 and 1002) pp. 1011-21 and 1931, No. 411.

THE COUNTY COURT (No. 2) RULES, 1931. DATED DECEMBER 21, 1931.

1. These Rules may be cited as the County Court (No. 2) Rules, 1931, and shall be read and construed with the County Court Rules, 1903,(*) as amended.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended.

The Appendix referred to in these Rules is the Appendix to the County Court Rules, 1903, as amended.

A Form referred to by number in these Rules means the Form so numbered in Part I of the Appendix to the County Court Rules, 1903, as amended.

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

(*) S.R. & O. Rev. 1904, III County Court, E., p. 89 (1903 No. 629).

2. In paragraph (1) of Rule 4A of Order II after the word "make" there shall be inserted the words "and seal."

3. In Rule 24 of Order VII the words "affixing the summons on" shall be substituted for the words "posting a copy of the summons upon."

4. In Rule 57 of Order XXXIX the expression "Rule 60" shall be substituted for the expression "Rule 48."

5. In Rule 60 of Order XXXIX the words "The notice of judgment or order mentioned in Rules 57 and 59 of this Order" shall be substituted for the words "The notice in the last preceding rule mentioned."

6. The following Rule shall be inserted after Rule 61 in Order L and shall stand as Rule 62:—

"*Agricultural Marketing Act*, 1931.

62.—(1) An appeal to a County Court in respect of the omission of a Board to register a contract under section 8 of the Agricultural Marketing Act, 1931,(†) shall be brought by giving notice of the appeal to the respondents in accordance with the form in the Appendix, and at the same time requesting the Registrar of the Court in which the appeal is to be brought to enter the appeal.

(2) The Board and all parties to the contract other than the appellant shall be the respondents.

(3) The request for the entry of the appeal shall be in accordance with the form in the Appendix, and shall be delivered to the Registrar of the Court in which the appeal is to be brought, and shall be accompanied by the prescribed fee on entering an appeal and by a copy of the notice of appeal.

(4) Any notice request order or other document which is required to be served on or delivered to any party or the Registrar may be served or delivered in accordance with the provisions of Rule 2 of Order LIV; provided that if the notice of appeal is sent by post it shall be sent by registered post.

(5) The Board may be made respondent to an appeal in its name as a body corporate, and may act by its Secretary for the purpose of signing any document or swearing any affidavit, and any notice order or other document directed to the Board shall be sufficiently served or delivered if served on or delivered to the Secretary of the Board.

(6) Notices of appeal received by the Registrar shall be entered by him in a Minute Book and numbered as if they were plaints, and when a notice of appeal has been so numbered all subsequent notices and other documents relating to the appeal shall bear the same number.

(7) On receipt of a notice of appeal the Registrar shall as soon as conveniently may be fix a time and place for the hearing of the appeal, and shall give not less than fourteen days notice thereof to the parties according to the form in the Appendix.

(8) The procedure on the hearing of an appeal shall be the same *mutatis mutandis* as on the trial of an action before the Judge alone without a jury.

(9) A party to an appeal other than the Board may appear in person or by a solicitor or counsel, and the Board may appear by a solicitor or counsel, or, with the leave of the Judge, by its Secretary.

(10) If the Court does not direct the registration of the contract the Court may order any party to the contract certified by the Court to have entered into the contract with a view to the evasion of the operation of the scheme to pay to any party certified by the Court to have entered into the contract *bona fide* without a view to such evasion the amount of any damage suffered by such last mentioned party by reason of the avoidance of the contract, and such order, and any order as to costs, shall be enforceable in the same manner as a judgment or order of the Court.

(11) The Court may at any time and either on the application of any party or without application, order particulars of the damage claimed to have been so suffered by any party to be delivered and filed, and may adjourn the hearing of the appeal to permit of compliance with such order.

(12) The Judge may make such order as to costs as he shall think fit, and shall have power to direct on what County Court scale and under what column in the scale costs are to be allowed, and in default of any such order costs shall be taxed under column B.

(13) When the Judge has given judgment on an appeal the Registrar shall, as soon as conveniently may be, draw up an order in accordance therewith, and shall send a sealed copy of the order to every party to the appeal.

(14) Subject to the special provisions of the Agricultural Marketing Act, 1931, and of this rule the Court shall have all the powers attaching to the exercise of its ordinary jurisdiction, and the rules governing the practice of the Court shall, with the necessary modifications, apply accordingly.

(15) In this Rule—

†) 21-2 G. 5, c. 42.

(*a*) "the Board" has the same meaning as in the Agricultural Marketing Act, 1931;

(*b*) "Scheme" means a scheme in force under the Agricultural Marketing Act, 1931."

7. In Rule 13 of Order LB, paragraphs (2) and (3) shall be re-numbered (3) and (4) respectively, and the following new paragraph shall be inserted after paragraph (1) and shall stand as paragraph (2):—

"(2) In the event of the proceedings being terminated by settlement between the parties or otherwise after the Referee has received notice of his appointment under the preceding Rule of this Order, and before his report has been filed, notice of such termination shall be sent by the parties to the Court and to the Referee, and the Referee shall thereupon, as soon as conveniently may be, file a statement of his remuneration and expenses (if any), and the Registrar shall thereupon proceed as provided by paragraph (3) of this Rule."

8. Paragraph 8 of division (1) of Part IV of the Appendix shall be amended as follows:—

(*a*) The words "in addition to any allowance under paragraph 3 or paragraph 6 as the case may be" shall be inserted after the word "allow."

(*b*) The expression "Attendance at court with counsel 3s. 4d." shall be omitted.

9. In Form 359 in the margin the expression "42-43 Vict. C. 49. S. 5; 4-5 Geo. 5. C. 58. S. 3 (1)" shall be substituted for the expression "42 & 43 Vict. C. 49. SS. 5, 21 (4)."

10. Form 360 shall be amended as follows:—

(1) The words "And whereas it appears to the Judge expedient to issue a Warrant of Commitment instead of issuing a Warrant of Distress" shall be substituted for the words "And whereas it appears to the Judge that the said A.B. has no [sufficient] goods whereon to levy a distress [*or* that the levy of a Distress will be more injurious to the said A.B. and his family than imprisonment]."

(2) In the margin the expression "4-5 Geo. 5. C. 58. S. 25, (2); Summary Jurisdiction Rules, 1915, Form 27" shall be substituted for the expression "42 & 43 Vict. C. 49. S. 21 (3) Summary Jurisdiction Rules, 1886, Form 29"; and the expression "42-43 Vict. C. 49. S. 5; 4-5 Geo. 5. C. 58. S. 3 (1)" shall be substituted for the expression "42 & 43 Vict. C. 49. SS. 5, 21 (4)."

11. In Form 486, after the words "above matter" there shall be inserted the following words:—

"[*or* Having received notice on the day of that the above matter has been terminated by settlement between the parties or otherwise]."

12. In Part 1 of the Appendix there shall be inserted the following new forms which shall stand as Forms 487, 488 and 489, respectively:—

"487.

THE AGRICULTURAL MARKETING ACT, 1931.

Notice of Appeal under Section 8.

[Not to be printed.]

In the County Court of holden at .

In the matter of the Agricultural Marketing Act, 1931, Section 8

and

In the matter of an appeal in respect of the omission of the (Board) to register a contract

Between

A.B. of (*address and description*)

and

The (Board) (and all parties to the contract other than the Appellant).

Take notice that I intend to appeal to the County Court of holden at in respect of the omission of the above named (Board) to register a contract dated the day of , 19 , and made between (*state the parties*).

Application to register which was made to the Board on the day of , 19 .

The grounds of my appeal are (*state grounds*).

Dated the day of , 19 .

A.B. Appellant (*add address*)

to which address all notices and other documents are to be sent.

To the above-named (Board) (*add the address of the office of the Board registered at the office of the Minister of Agriculture and Fisheries*) [*and to (the parties to the contract other than the appellant (if any))*].

488.

THE AGRICULTURAL MARKETING ACT, 1931.

Request by Appellant for Entry of Appeal under Section 8.

[Not to be printed.]

[*Heading as in Form* 487.]

SIR,

Herewith please receive a copy of the notice of appeal in the above mentioned matter given to the above mentioned (Board).

I request the Court to enter the appeal for hearing and to fix a time for the hearing.

Herewith is also the sum of £ for the fee payable on the entry of the appeal.

Dated the day of , 19 .

A.B. Appellant

(*Add address to which all notices and other documents are to be sent*).

To the Registrar of the County Court of holden at .

489.

THE AGRICULTURAL MARKETING ACT, 1931.

Notice of Time and Place of Hearing of Appeal under Section 8.

[*Heading as in Form* 487.]

Take notice that the above mentioned appeal will be heard at a Court to be held at on the day of , 19 , at the hour of in the noon, and that if you do not attend at the time and place above mentioned such proceedings will be taken and order made as the Judge may think just.

Dated the day of , 19 .

Registrar.

To the (Board) (and to every other party)."

We, the undersigned persons appointed by the Lord Chancellor pursuant to section one hundred and sixty-four of the County Courts Act, 1888,(*) and section twenty-four of the County Courts Act, 1919,(†) to frame Rules and Orders for regulating the practice of the Court and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

S. A. Hill Kelly. *H. Bensley Wells.*
T. Mordaunt Scragge. *A. O. Jennings.*
Barnard Lailey. *A. H. Coley.*
Ivor Bowen.

Approved by the Rules Committee of the Supreme Court.

Claud Schuster,
Secretary.

I allow these Rules, which shall come into force on the 1st day of January, 1932.

Dated the 21st day of December, 1931.

Sankey, C.

(*) 51-2 V. c. 43. (†) 9-10 G.5, c. 73.

Legal Notes and News.

Honours and Appointments.

The King has approved the appointment of Mr. T. HOLLIS WALKER, K.C., to be a Commissioner of Assize to go the South Wales Circuit. Mr. Walker, who was called to the Bar by the Inner Temple in July, 1886, and took silk in 1910, acted as Commissioner of Assize on the Wales and Chester Circuit in June last, and received a similar appointment in 1924. He is Recorder of Derby.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to approve of the rank and dignity of King's Counsel to his Majesty in Scotland being conferred on Mr. JOHN MACGREGOR, advocate.

The Postmaster-General announces that the King has been pleased to approve the appointment of Mr. HAROLD G. BROWN to be a Governor of the British Broadcasting Corporation for a period of five years. Mr. H. G. Brown, who is a member of Messrs. Linklaters & Paines, becomes a governor in the place of Sir Gordon Nairne, whose term of office has now expired.

Mr. Justice Avory has appointed Mr. HAROLD STEED STOWE, K.C., for nearly eight years associate of the South-Eastern Circuit, to be Clerk of Assize to the circuit, in succession to Sir Arthur Denman, who died recently.

Mr. CECIL WHITELEY, K.C., who is Chairman of the London Sessions, has been re-elected Chairman of Surrey Quarter Sessions, an honorary post.

The Attorney-General has appointed Mr. ST. JOHN HUTCHINSON to be Prosecuting Counsel to the Post Office at the Central Criminal Court, in place of Mr. A. C. Forster Boulton, who has resigned.

Mr. DOUGLAS PHIPPS STURTON, solicitor, of Castle Park, Lancaster, has been appointed Clerk to the Commissioners of Taxes for the Lancaster Borough and Clerk and Treasurer to the Trustees of The Ripley Hospital, Lancaster, in succession to the late Mr. Charles Gibson.

Mr. C. J. F. ATKINSON, Registrar of the Otley County Court, has received the additional appointment (as from 1st January, 1932) of Registrar of the Courts at Keighley and Skipton, in the place of Mr. C. P. Charlesworth, who will for the future devote himself to duties as Registrar of the County Court and High Court District Registry at Bradford, which he has hitherto held along with the Registrarships at Keighley and Skipton.

Professional Announcements.

(2s. per line.)

Mr. D. H. WITHERINGTON, solicitor, of Arcade Chambers, Friar-street, Reading, is retiring from practice at the end of 1931, and arrangements have been made for Messrs. H. & C. COLLINS, of 172, Friar-street, Reading, to take over the practice as from the 1st January, 1932.

As from the 1st January, 1932, the business of BEACHCROFT, HAY & LEDWARD, of 29, Bedford-square, has been amalgamated with the business of MAY, WOULFE and GWYTHER (formerly Wakeford, May & Woulfe), of 20, Bedford-square. The joint business will be carried on at No. 29, Bedford-square, under the style of Beachcroft, Wakeford, May & Co., and the partners in the amalgamated firm will be John Yalden Hay, Edward Harris Ledward, John Heriot Hay, Jocelyn Charles Ledward and Charles Keith Phillips.

Wills and Bequests.

Mr. John Sutton Sharpe, solicitor, of Horsington, Lincolnshire, left estate of the gross value of £6,337, with net personalty £6,328.

Mr. John O'Connor, of Crossmaglen, Co. Armagh, solicitor, left personal estate in Great Britain and Northern Ireland of the gross value of £11,624.

Mr. William Mackenzie Haigh, solicitor, of Maida Vale, W., a member of Messrs. Haigh, Hunter & Haigh, of John-street, Bedford-row, W.C., left £5,499, with net personalty £5,445.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (20th September, 1931) 6%. Next London Stock Exchange Settlement Thursday, 7th January, 1932.

	Middle Price 30 Dec. 1931.	Flat Interest Yield.			Approximate Yield with redemption		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	81xd	4	18	9	—		
Consols 2½%	55	4	10	11	—		
War Loan 5% 1929-47	95½	5	4	9	—		
War Loan 4½% 1925-45	92	4	17	10	5	6	0
Funding 4% Loan 1960-90	83	4	16	5	4	17	9
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	89½	4	9	5	4	12	6
Conversion 5% Loan 1944-64	99	5	1	0	5	1	0
Conversion 4½% Loan 1940-44	93	4	16	9	5	5	0
Conversion 3½% Loan 1961	72½	4	16	7	—		
Local Loans 3% Stock 1912 or after	60½	4	19	2	—		
Bank Stock	237½	5	1	1	—		
India 4½% 1950-55	69	6	10	5	—		
India 3½%	50	7	0	0	—		
India 3%	43	6	19	6	—		
Sudan 4½% 1939-73	89½	5	0	7	5	2	3
Sudan 4% 1974	80½	4	19	5	5	2	3
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	81	3	14	1	4	7	6
Colonial Securities.							
Canada 3% 1938	86	3	9	9	5	12	3
Cape of Good Hope 4% 1916-36	90½	4	8	5	6	4	10
Cape of Good Hope 3½% 1929-49	75½	4	12	9	5	15	0
Ceylon 5% 1960-70	96½	5	3	8	5	4	6
Commonwealth of Australia 5% 1945-75	77½	6	9	0	6	12	0
Gold Coast 4½% 1956	89½	5	0	7	5	5	6
Jamaica 4½% 1941-71	90	5	0	0	5	2	0
Natal 4% 1937	89½	4	9	5	6	15	0
New South Wales 4½% 1935-45	67½	6	13	4	6	19	6
New South Wales 5% 1945-65	71½	6	19	9	7	4	4
New Zealand 4½% 1945	82½	5	9	1	6	12	6
New Zealand 5% 1946	87	5	14	11	6	7	6
Nigeria 5% 1950-60	95½	5	4	9	5	6	0
Queensland 5% 1940-60	73	6	17	0	7	3	0
South Africa 5% 1945-75	92	5	8	8	5	10	0
South Australia 5% 1945-75	75½	6	12	5	6	15	0
Tasmania 5% 1945-75	77½	6	9	0	6	12	6
Victoria 5% 1945-75	75½	6	12	5	6	15	0
West Australia 5% 1945-75	77½	6	9	0	6	13	9
The prices of Stocks are in many cases nominal and dealings often a matter of negotiation.							
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	59½	5	0	10	—		
Birmingham 5% 1946-56	97½	5	2	7	5	3	3
Cardiff 5% 1945-65	96	5	4	2	5	5	0
Croydon 3% 1940-60	68½	4	7	7	5	2	6
Hastings 5% 1947-67	97	5	3	1	5	3	9
Hull 3½% 1925-55	77	4	10	11	5	4	0
Liverpool 3½% Redeemable by agreement with holders or by purchase	70½	4	19	3	—		
London City 2½% Consolidated Stock after 1920 at option of Corporation	51	4	18	0	—		
London City 3% Consolidated Stock after 1920 at option of Corporation	60	5	0	0	—		
Metropolitan Water Board 3% "A" 1963-2003	58½	5	2	7	—		
Do. do. 3% "B" 1934-2003	61	4	18	4	—		
Middlesex C.C. 3½% 1927-47	85½	4	1	10	4	16	0
Newcastle 3½% Irredeemable	70	5	0	0	—		
Nottingham 3% Irredeemable	58½	5	2	7	—		
Stockton 5% 1946-66	97½	5	2	7	5	3	3
Wolverhampton 5% 1946-56	97½	5	2	7	5	4	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	75	5	6	8	—		
Gt. Western Railway 5% Rent Charge	90	5	11	1	—		
Gt. Western Rly. 5% Preference	70½	7	1	10	—		
L. & N.E. Rly. 4% Debenture	65½	6	2	3	—		
L. & N.E. Rly. 4% 1st Guaranteed	59½	6	14	6	—		
L. & N.E. Rly. 4% 1st Preference	44½	8	19	9	—		
L. Mid. & Scot. Rly. 4% Debenture	69½xd	5	15	2	—		
L. Mid. & Scot. Rly. 4% Guaranteed	60½	6	12	3	—		
L. Mid. & Scot. Rly. 4% Preference	45½	8	15	9	—		
Southern Railway 4% Debenture	70xd	5	14	4	—		
Southern Railway 5% Guaranteed	85	5	17	8	—		
Southern Railway 5% Preference	65	7	13	10	—		